



Service Level Agreement and Packages

REPAIR AND OVERHAULING SERVICE

Special Terms and Conditions

Repair & Overhauling Service

1. Preamble

1. Repair & Overhauling Service contracts placed through GeM shall be governed by following set of Terms and Conditions:

- General terms and conditions for Goods and Services.
- Service STC contained in this document.
- BID / Reverse Auction specific ATC

The above terms and conditions are in reverse order of precedence i.e. ATC shall supersede Service specific STC which shall supersede GTC, in case of any conflicting provisions.

This document represents a Special Terms and Conditions ("STC") the Service Level Agreement (SLA) governing the contract between the Buyer and Service Provider. The purpose of this document is to outline the scope of work, Stakeholder's obligation and terms and conditions of all services covered as mutually understood by the stakeholders.

2. Objectives and Goal

The objective of this document is to ensure that all the contractual terms and conditions are in place to ensure consistent delivery of services to buyer by service provider. The goals of this agreement are to:

- Provide clear reference to service ownership, accountability, roles and responsibilities of both parties
- Present a clear, concise and measurable description of services offered to the buyer
- Establish terms and conditions for all the involved stakeholders, it also includes the actions to be taken in case of failure to comply with conditions specified
- To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons

The document will act as a reference document that both the parties have understood the above-mentioned terms and conditions and have agreed to comply by the same.

3. Stakeholders

The main stakeholders associated with this agreement are:

(i) Buyer: Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed as per the contractual terms.

(ii) Service Provider: Service provider is responsible to provide all the required services in timely manner and to the satisfaction of buyer or its authorized representative. Service provider may also include seller supplier/ bidder/contractor, any authorized agents, permitted assignees, successors and nominees as per the context and as described in the agreement.

4. Service Scope

Repair and Overhauling Service can be used for repair and maintenance of product/equipment/ machinery.

Considering the wide range of domain and specifications required for Repairs & Overhauling of different product/equipment/machinery, buyers has been provided with a provision to upload the SoW as per their specific requirements.

5. Terms & Conditions –

Buyer Obligation

- The service provider and/or his authorized representative shall be provided access at reasonable hours to the premises for inspection of the product/equipment/machinery to be repaired/overhauled.
- The timely payment shall be made by the buyer as per the payment schedule as defined by the buyer in the tender/bid.

Service Provider Obligation

- The product/equipment/machinery to be repaired/overhauled may be inspected by the Service Provider or his authorized representative before submitting the offer against the bid.

6. Payment Terms

- The Payment shall be made as specified in the General Terms and Conditions of GeM/defined by the buyer on submission of the bill by the service provider after applicable deductions.

7. Incidental/ Unforeseen Expenses (if applicable) –

It is possible that in Repair & Overhauling Services, a situation may arise wherein the actual supplies or services may vary from the estimated scope of work indicated in the bid/contract due to unforeseen reasons. The payment for such extra repair/overhauling services will have to be mutually agreed between the Buyer and the Service Provider. The Buyer shall take the approval of the competent authority before authorizing the Service Provider to take up such extra work. The quantum of variation should not exceed 10% of the contract value. The additional payment for the extra work shall also be made through online invoicing on GeM mentioning the applicable reasons.

8. Service Formula:

Total Lump Sum Price (inclusive of all applicable taxes) × Number of Products to be Repaired